



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 258-78

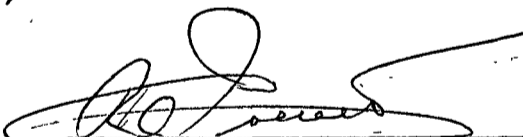
A By-law to authorize the execution of an Agreement between Canadian Imperial Bank of Commerce and National Trust Company Limited and The Corporation of the City of Brampton.

The Council of the Corporation of the City of Brampton
ENACTS AS follows:

1. That the Mayor and the Clerk are hereby authorized to execute an agreement between Canadian Imperial Bank of Commerce and National Trust Company- Limited and The Corporation of the City of Brampton, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED In Open Council this 23rd day of october, 1978.


James E. Archdekin, Mayor


R.A. EVERETT, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this 19th
day of October , 1978.

B E T W E E N :

CANADIAN IMPERIAL BANK OF COMMERCE and
NATIONAL TRUST COMPANY LIMITED

hereinafter called 'the Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called 'the City'

OF THE SECOND PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule 'A' annexed hereto (herein called "the lands") and further warrants that there are no mortgagees on the lands;

AND WHEREAS the Owner wishes to redevelop the land and the City is of the opinion that such redevelopment would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1. The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

2. For the purposes of this agreement, "Commissioner of Public Works" shall mean with respect to all sanitary sewer and water services and regional roads and storm drainage on regional roads and any other regional matter the Commissioner of Public Works for The Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the Commissioner of Public Works for the City of Brampton.

3. The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B'. All ramps, driveways and parking areas used in conjunction therewith shall be asphalted and constructed in accordance with sound engineering practice and to the satisfaction of the City Commissioner of Public Works and this work shall be completed before occupancy of any new part of the building is permitted by the Owner. The said lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

4. The Owner shall use only such locations for access for construction purposes as the Commissioner of Public Works may approve.

5. During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from earth and mud. The Commissioner of Public Works may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the said Commissioner may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Commissioner.

The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors or material suppliers.

The final grade of the lands shall be so fixed to the satisfaction of the Commissioner of Public Works that the surface water originating on or tributary to the said lands, including the roof water from the buildings, will be discharged into the trunk sewer system of the City in a manner satisfactory to the said Commissioner. A system of storm water sewers shall be installed by the Owner to the satisfaction of the said Commissioner and the City Commissioner of Building, Zoning and Licensing and shall be connected to the trunk sewer system of the City at a point on an access road adjacent to the property as designated by the said Commissioner of Public Works.

Detailed grading, building and landscaping plans for the buildings and lands will be filed by the Owner and be subject to the approval of the City Engineer, the Commissioner of Parks and Recreation, and the Commissioner of Building, Zoning and Licensing prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all highways abutting the lands shown on Schedule 'B' which, subject to the approval of the City, shall be landscaped by the Owner at his expense in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. The Owner shall sod and landscape the lands as shown on the landscape plan to be filed with the City to the satisfaction of the Commissioner of Parks and Recreation. All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities.

Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plan

preserve and maintain the plantings as shown on the landscape plan. All existing trees to be retained (as shown on the landscape plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the City Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed within twelve months following the issuing of a building permit for the building shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

The Owner shall fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the said Commissioner and all fencing shall be completed within the time set for completion of the landscaping except that where deemed necessary by the City, fencing can be required prior to occupancy.

OTHER APPROVALS.

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with The Regional Municipality of Peel with respect to water distribution systems, watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority

having jurisdiction over hydro service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

FINANCIAL

12. The Owner shall pay to the City prior to the issuance of a building permit in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

13. The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by The Corporation of the City of Brampton.

14. The Owner agrees to provide security in a form satisfactory to the City Treasurer in an amount equal to One Hundred Per Cent (100%) of the cost of all works on public land required to be performed by this agreement as estimated by the City Engineer to ensure the performance of such work and the security required hereby shall be provided prior to the issuance of any building permits.

OTHER

15. All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and other properties.

16. Signs The Owner agrees that no additional signs shall be permitted on the lands other than those presently existing or those signs the height, placement, location and design of which have been approved by the Planning Director and the Commissioner of Building, Zoning and Licensing.

17. Widening The Owner agrees to convey to the City at its own expense, free of all encumbrances, the road widening on Queen Street East as shown on Schedule 'B' attached hereto and the Owner further agrees, at its own expense, to provide all necessary surveys and legal descriptions. This road widening shall be conveyed to the City prior to the issuance of a building permit.

18. Additional Parking The Owner shall, prior to the issuance of any building permits, enter into an agreement with Inland Projects Limited with respect to additional parking spaces in the form of the agreement annexed hereto-as Schedule 'C'. Unless the agreement is terminated by Inland Projects Limited in the manner set forth in the agreement the Owner shall renew the agreement as set out in paragraph 11 thereof.

19. By-laws Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

20. Lands affected The lands more particularly described in Schedule 'A' annexed hereto are the lands affected by this agreement.

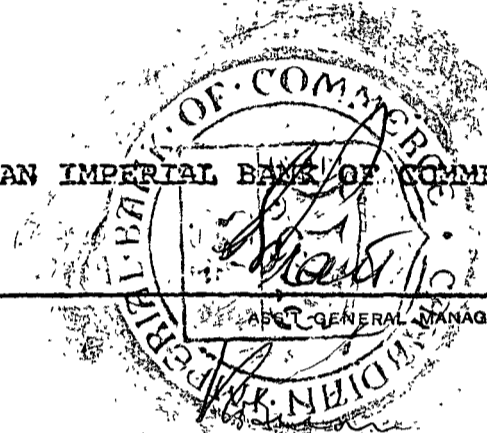
21. Agreement Binding The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

2. The covenants, agreements, conditions and undertakings
successors Assigns herein contained on the part of the Owner shall run with the
lands and shall be binding upon it and upon its successors
and assigns and shall be appurtenant to the adjoining highway in
the ownership of the City of Brampton and/or the Region of Peel.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto
affixed their corporate seals attested by the hands of their
proper officers duly authorized in that behalf.



CANADIAN IMPERIAL BANK OF COMMERCE



ASST. GENERAL MANAGER TITLE

ASST. SECRETARY TITLE

NATIONAL TRUST COMPANY, LIMITED

VICE-PRESIDENT, PERSONAL TRUST TITLE

MANAGER, CORPORATE TRUST DEPARTMENT TITLE

AUTHORIZATION BY-LAW	
NUMBER	258-78
PASSED BY CITY	
COUNCIL ON THE	23 rd
DAY OF	OCTOBER 19 78

THE CORPORATION OF THE CITY OF BRAMPTON

JAMES E. ARCHDEKIN MAYOR
CLERK

SCHEDULE "A"

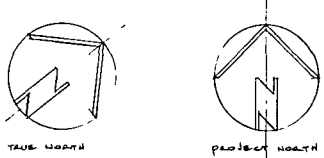
To Agreement Dated 19 October 1978

Between Canadian Imperial Bank of Commerce
and the City of Brampton

Re: 248 Queen Street East

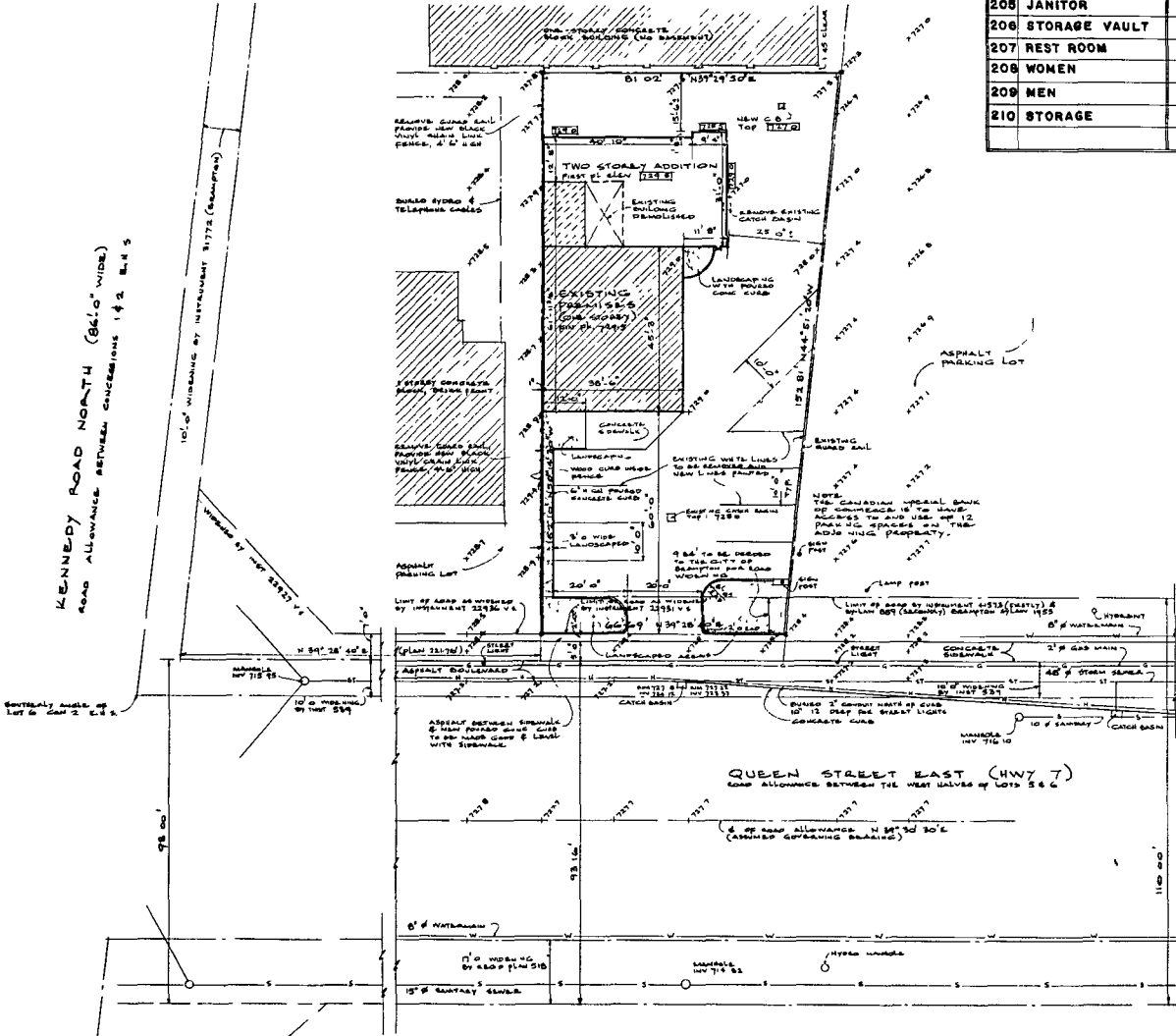
The lands situated in the City of Brampton, in the Regional Municipality of Peel (formerly the Town of Brampton, County of Peel), being that part of the west half of Lot 6, Concession 2, East of Hurontario Street, shown as Part 1 on a reference plan deposited in the Land Registry Office for the Registry Division of Peel (No. 43) as Number 43R-6430.

INFORMATION OBTAINED FROM -
 "PLAN OF SURVEY SHOWING THEREAFTER AND EXISTING GROUND ELEVATIONS ON PART OF
 THE WEST HALF OF LOT 6, SECTIONS 2 & 11 Q, TOWN OF BRAMPTON, COUNTY OF
 PEEL" BY McLELLAN McNEILLY & BIRSON O.L.S. BRAMPTON ONTARIO, DATED JUNE 6, 1969
 AND -
 DRAWINGS Nos 101 & 101A, PREPARED IN 1970 BY A NORMAN McROBERTS ARCHITECT, FOR
 CANADIAN IMPERIAL BANK OF COMMERCE NEW PREMISES, QUEEN ST. E. & KENNEDY RD.



ROOM FINISH SCHEDULE										
NO	ROOM NAME	FLOOR	BASE	NORTH WALL	SOUTH WALL	EAST WALL	WEST WALL	CEILING	HT.	REMARKS
101	VESTIBULE	LINK MAT	4" VINYL			VINYL FABRIC	GLASS	24" x 24" LAY IN TILE	10'0"	
102	PUBLIC SPACE	QUARRY TILE	2" x 12" x 1/2" QUARRY T.C.E.	COUNTER N.I.C	GLASS	VINYL FABRIC ON EXISTING DRYWALL	COUNTER N.I.C	24" x 24" LAY IN TILE	10'0"	
103	PERSONAL LOAN	CARPET	6" CARPET WITH PLASTIC EDGE	GLASS	GLASS	VINYL FABRIC	VINYL FABRIC	24" x 24" LAY IN TILE	10'0"	
104	STAFF AREA	CARPET	6" CARPET WITH PLASTIC EDGE	VINYL FABRIC	VINYL FABRIC	COUNTER N.I.C	VINYL FABRIC	24" x 24" LAY IN TILE	8'6"	
105	STAFF AREA	CARPET	6" CARPET WITH PLASTIC EDGE	VINYL FABRIC	COUNTER N.I.C	VINYL FABRIC	VINYL FABRIC	24" x 24" LAY IN TILE	8'6"	
106	MANAGER	CARPET	6" CARPET WITH PLASTIC EDGE	VINYL FABRIC	VINYL FABRIC	VINYL FABRIC	GLASS	24" x 24" LAY IN TILE	8'6"	
107	STAIRWELL	1/2" VINYL ASBESTOS T.L.S.	4" VINYL	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	8'6"	AUDIBLE TABOES & AIRSAS
108	STATIONERY	1/2" VINYL ASBESTOS T.L.S.	4" VINYL	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	24" x 24" LAY IN TILE	8'6"	
201	STAIRWELL	1/2" VINYL ASBESTOS T.L.S.	4" VINYL	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	24" x 24" LAY IN TILE	8'6"	RUBBER TRAILS & AIRSAS
202	CORRIDOR	"	"	"	"	"	"	"	"	"
203	PERSONNEL	"	"	"	"	"	"	"	"	"
204	MECHANICAL	"	"	"	"	"	"	DRYWALL PAINTED	"	"
205	JANITOR	"	"	"	"	"	"	"	"	"
206	STORAGE VAULT	"	"	CEMENT PLASTER	CEMENT PLASTER	CEMENT PLASTER	CEMENT PLASTER	CEMENT PLASTER	"	"
207	REST ROOM	"	"	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	DRYWALL PAINTED	"	"
208	WOMEN	"	"	"	"	"	"	"	"	"
209	MEN	"	"	"	"	"	"	"	"	"
210	STORAGE	"	"	"	"	"	"	"	"	"

DOOR SCHEDULE											
NO.	TYPE	WIDTH	HEIGHT	THICK	MATERIAL	FINISH	FRAME	TRANSOM	GRILLE	THRES-HOLD	REMARKS
1	A	2 1/2' 6"	7' 0"	1 3/4"	ALUMINUM		1 ALUMINUM	GLASS		ALUMINUM	RE-USE EXISTING DOORS
2	A	2 1/2' 6"	7' 0"	1 3/4"	ALUMINUM		1 ALUMINUM	GLASS		ALUMINUM	RE-USE EXISTING DOORS
3	B	2' 6"	7' 0"	1 3/4"							
4											
5											
6											
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15											
16											
17											



PLOT PLAN (SCALE 1"=10'0")

SCHEDULE "B" TO AGREEMENT DATED OCTOBER
 19, 1978 BETWEEN CANADIAN IMPERIAL BANK OF COMMERCE
 AND CITY OF BRAMPTON
 RE: 248 Queen St. East

3	OCT 16 78	LANDSCAPING & PARKING REVISED
2	OCT 10 78	LANDSCAPING & PARKING LAYOUT REVISED
1	SEPT 10 78	LANDSCAPING ADDED
NO	DATE	REVISIONS
CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS ON THE JOB AND REPORT ALL DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.		
DETAIL REFERENCE detail number drawing number		
drawn:	pm	
checked:		
date:	JUNE 8 1978	
issued:		
PROJECT: CANADIAN IMPERIAL BANK OF COMMERCE - ALTERATIONS & ADDITIONS TO EXISTING PREMISES 248 QUEEN STREET EAST, BRAMPTON, ONTARIO		
scale:	1"=10'0"	PROJECT NO: 77026
drawing title:	PLOT PLAN	DRAWING NO: 1

Schedule "C" to agreement dated October 19, 1978 between Canadian Imperial Bank of Commerce and City of Brampton

RE: 248 Queen St. East

THIS LICENCE AGREEMENT made the 29th day of August, 1978.

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

herein called the "Bank"

OF THE FIRST PART,

- and -

INLAND PROJECTS LIMITED, a corporation
incorporated under the laws of the Province
of Ontario

herein called "Inland"

OF THE SECOND PART.

WHEREAS the Bank is the beneficial owner of the lands being Part of Lot 6, Con. 2, east of Hurontario Street in the City of Brampton more particularly described in Schedule "A" hereto and herein called the "Bank's Lands";

AND WHEREAS Inland is the owner of Part Lot 6, Con. 2 east of Hurontario Street in the City of Brampton more particularly described in Schedule "B" hereto and herein called "Inland's Lands".

AND WHEREAS Inland operates a shopping mall situate on the Inland Land's and has agreed to permit customers of the Bank to park their motor vehicles on the parking areas of Inland's Lands to the extent and in accordance with the terms and conditions herein contained;

NOW THEREFORE IN CONSIDERATION of the fees to be paid and the covenants herein on the part of the Bank, Inland hereby grants to the Bank on the terms hereof the following licence:

1. To permit the parking of up to twelve (12) motor vehicles belonging to or operated by customers of the Bank and to park such motor vehicles in parking spaces in the parking areas physically marked on the Inland's Lands.

2. The parking spaces to be used by the customers of the Bank shall not be separated or signed to that effect nor shall

specific spaces in the parking area be assigned for this purpose.

3. The term of this licence shall be for five (5) years from the 1st day of September, 1978 to August 31st, 1983 with a right of renewal as herein provided for an additional term of five (5) years.

4. The Bank shall pay a licence fee based on \$15.00 per space per month and shall pay in advance in equal quarterly instalments on the 1st days of September, December, March and June in each year.

5. The Bank agrees to observe and perform all those terms and provisions of this licence which are binding upon it and not to do or suffer to be done anything contrary to any term or provision of this licence; and to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, ordinance and order at any time or from time to time in force during the term of this licence.

6. Inland shall have the right by giving six (6) months notice in writing to terminate this licence on the 1st day of the calendar month after the six (6) months notice, at any time during the term or renewal of this licence, if Inland makes a bona fide sale or otherwise disposes of the Inland Lands, or if Inland desires to completely demolish the building on the Inland Lands, or to take down such building for the purpose of re-building, or if the Inland Lands or any part thereof shall be expropriated, or if Inland proposes a re-development and extension of the building on the Inland Lands or any additions thereto.

7. Any notice that is required to be given under the terms of this Licence Agreement shall be given either by personal service or by registered mail provided that the mail service is operating at the time the notice is to take effect to the parties at the following addresses which may be changed by giving ten (10) days written notice to the other party:

Inland Projects Limited
Suite 1100
75 The Donway West
Don Mills, Ontario
M3C 2E9

Canadian Imperial Bank of Commerce
Premises Department
Ontario Central West Region
Commerce Court
Toronto, Ontario
M5L 1A2

8. This Licence Agreement shall not be assigned.

9. This licence is subject and subordinate to all mortgages or deeds of trust which may now or at any time hereafter effect the licence in whole or in part or Inland's interest in Inland's Lands in whole or in part, and the Bank agrees to execute promptly upon request any certificate or postponement which may from time to time be requested by Inland to give effect thereto.

10. If the Bank continues to exercise the licence hereby granted after the expiration of the term hereof without objection by Inland and without any written agreement otherwise providing, the Bank shall be deemed to be a licensee from month to month, and subject to the provisions of this licence in so far as the same are applicable, but it shall be lawful for the owner to cancel and determine the licence hereby granted by delivering to the Bank notice to that effect and upon delivery of such notice the licence shall cease without prejudice to any rights of Inland under this licence accrued before such cancellation.

11. The Bank shall have the right by giving three (3) months notice in writing prior to the expiration of this licence to renew this licence for an additional term of five (5) years on the same terms and conditions except for this right of renewal.

12. The Bank covenants to indemnify Inland from and against all liability, claims, damages or expenses due to or arising out of any act or neglect by the Bank, its servants, employees, agents, customers, invitees, or licensees in and about the parking areas situate on Inland's lands due to or arising out of any breach by the Bank of any provisions of this licence including liability for injury or damage to the person or property of the Bank, its servants, employees, agents, customers, invitees or licensees.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

CANADIAN IMPERIAL BANK OF COMMERCE

INLAND PROJECTS LIMITED

No.

508120

Registry Division of Peel (No. 43).

I CERTIFY that this instrument is registered as of

1978 MAR 12 PM 1 28

In The Land
Registry Office
at Brampton,
Ontario.

Vera Porter
LAND REGISTRAR

DATED: October 19, 1978

CANADIAN IMPERIAL BANK
OF COMMERCE and
NATIONAL TRUST COMPANY
LIMITED

AND

THE CORPORATION OF THE
CITY OF BRAMPTON

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4

ASSESSED October 23 1978



BY-LAW

No. 258-78